any systemic issues with SBC Midwest's billing OSS. In short, SBC Midwest's billing OSS provide CLECs operating in Michigan with a meaningful opportunity to compete.

103. Pursuant to Part II. E. of the Consent Decree entered into between SBC Communications Inc. and the Federal Communications Commission, released on May 28, 2002, *see* Order, *In the Matter of SBC Communications, Inc.*, 17 FCC Rcd 10780 (2002), we hereby affirm that we have (1) received the training SBC is obligated to provide to all SBC FCC Representatives; (2) reviewed and understand the SBC Compliance Guidelines; (3) signed an acknowledgment of our training and review and understanding of the Guidelines; and (4) complied with the requirements of the SBC Compliance Guidelines.

104. This concludes our affidavit.

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE)

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 18, 2003.

Justin W. Brown

Subscribed and sworn to before me this 18th day of July, 2003.

Kristine Gruber-Jeffrey
Notary Public

My Commission expires 11-20-05

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I declare under penalty of perjury that the foregoing is true and correct. Executed on

July 18, 2003.
(date)

MARK J. COTTRELL

Subscribed and sworn to before me this 18 day of July, 2003.

Notary Public

OFFICIAL SEAL
EDITH SMITH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/21/04

STATE OF CALIFORNIA)
)
COUNTY OF TUOLUMNE)

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 7/18/2003
(date)

(print your name)
Michael E. Flynn

Subscribed and executed to before me this 18th day of July, 2003.

Carol A. Norwood
Notary Public

CAROL A. NORWOOD
Commission # 1308507
Notary Public - California
Tuolumne County
My Comm. Expires Jun 10, 2005

A

Brown/Cottrell/Flynn Supplemental Reply Affidavit – Attachment A

REDACTED FOR PUBLIC INSPECTION

B

Brown/Cottrell/Flynn Supplemental Reply Affidavit – Attachment B

-----Original Message-----
From: McNally, Todd [mailto:todd.mcnally@tdsmetro.com]
Sent: Wednesday, June 18, 2003 4:09 PM
To: SCHERZER, JULIE A (AIT); PIPKIN-STENDLER, DEBI (AIT)
Cc: Cox, Rod
Subject: FW:
Resolution,AcctID:

Ladies,

TDS has done their fair share of raising concerns with SBCs billing operations, but I wanted to take the time to compliment SBC on their efforts relating to a specific enhancement that they have implemented regarding the Billing Dispute Claim Resolution form. I am starting to see that the forms are coming back with the BAN and Customer Claim # which is very useful.

Please pass this note on to those who have helped implement this specific enhancement.

Regards,

Todd

-----Original Message-----
From: nw6885@sbc.com [mailto:nw6885@sbc.com]
Sent: Wednesday, June 18, 2003 3:59 PM
To: TODD.MCNALLY@TDSMETRO.COM
Cc: nw6885@sbc.com
Subject: Resolution,AcctID:

Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
Application by SBC Communications Inc.,	)	
Michigan Bell Telephone Company, and	)	WC Docket No. 03-138
Southwestern Bell Communications Services,	)	
Inc. for Provision of In-Region, InterLATA	)	
Services in Michigan	)	

SUPPLEMENTAL REPLY AFFIDAVIT OF CAROL A. CHAPMAN

REGARDING ACCESS TO UNBUNDLED NETWORK ELEMENTS FOR THE PROVISIONING OF ADVANCED SERVICES

TABLE OF CONTENTS

I, Carol A. Chapman, being of lawful age and duly sworn upon oath, do hereby depose and state as follows:

PURPOSE OF AFFIDAVIT

1. My name is Carol A. Chapman. I am the same Carol A. Chapman who filed affidavits in WC Docket No. 03-16. In this affidavit, I will reply to various allegations regarding line splitting made by MCI and AT&T Corporation ("AT&T") in their comments to SBC's renewed application for 271 relief in Michigan.[1] The information I am providing in this affidavit supplements information previously provided by SBC on these issues in WC Docket Nos. 03-16 and 03-138.[2]

UNE-P TO LINE SPLITTING

2. In its *Line Sharing Reconsideration Order*, the Commission "strongly urge[d]" incumbent LECs and competing carriers to work together to develop, among other

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[1] *See* Comments of MCI at 9-15, *Application by SBC Communications Inc., et al., for Provision of In-Region, InterLATA Services in Michigan*, WC Docket No. 03-138 (FCC filed July 2, 2003) ("MCI Comments to Renewed Application"); Declaration of Sherry Lichtenberg ¶¶ 48-71, *attached to* MCI Comments to Renewed Application ("Lichtenberg Declaration"); *see also* Comments of AT&T Corp. at 3-4, 9-16, *Application by SBC Communications Inc., et al., for Provision of In-Region, InterLATA Services in Michigan*, WC Docket No. 03-138 (FCC filed July 2, 2003) ("AT&T Comments to Renewed Application"); *see generally* Declaration of Sarah DeYoung, *attached to* AT&T Comments to Renewed Application ("DeYoung Declaration"); Declaration of Walt W. Willard ¶¶ 17-21, *attached to* AT&T Comments to Renewed Application ("Willard Declaration").

[2] *See* Affidavit of Carol A. Chapman ¶¶ 82-88, *attached to* Brief in Support of Application by SBC for Provision of In-Region, InterLATA Services in Michigan, *Application by SBC Communications Inc., et al., for Provision of In-Region, InterLATA Services in Michigan*, WC Docket No. 03-16 (FCC filed Jan. 16, 2003) (App. A, Tab 5); Joint Reply Affidavit of Carol A. Chapman and Mark J. Cottrell ¶¶ 3-14, *attached to* Reply Comments of SBC in Support of its Application to Provide In-Region, InterLATA Services in Michigan, WC Docket No. 03-16 (FCC filed Mar. 4, 2003) (Reply App., Tab 4); Ex Parte Letter, from Geoffrey M. Klineberg, Kellogg, Huber, Hansen, Todd & Evans, P.L.L.C., to Marlene H. Dortch, FCC, WC Docket No. 03-16, Attachment A at 18-19 (Mar. 17, 2003) ("March 17 Ex Parte"); Ex Parte Letter, from Geoffrey M. Klineberg, Kellogg, Huber, Hansen, Todd & Evans, P.L.L.C., to Marlene H. Dortch, FCC, WC Docket No. 03-16, Attachment at 1-9 (Mar. 24, 2003) ("March 24 Ex Parte"); Ex Parte Letter, from Geoffrey M. Klineberg, Kellogg, Huber, Hansen, Todd & Evans, P.L.L.C., to Marlene H. Dortch, FCC, WC Docket No. 03-138, Attachment (July 7, 2003) ("July 7 Ex Parte"); Ex Parte Letter, from Geoffrey M. Klineberg, Kellogg, Huber, Hansen, Todd & Evans, P.L.L.C., to Marlene H. Dortch, FCC, WC Docket No. 03-138, Attachment (July 9, 2003) ("July 9 Ex Parte").

things, a single order process for converting Unbundled Network Element Platform ("UNE-P") arrangements to line splitting.[3] Consistent with that directive, SBC has made available, in all 13 of its states, a process whereby a CLEC can submit a single Local Service Request ("LSR") to accomplish this type of conversion.[4] To date, SBC has successfully processed approximately 5000 UNE-P to line splitting conversions in its 13-state region. Moreover, the single LSR process that is available in Michigan for converting UNE-P to line splitting process is, in all material respects, the same process that this Commission concluded met all requirements for line splitting in the other SBC 271 applications approved by the Commission.[5] In its comments, MCI makes several allegations in an attempt to convince the Commission that this process is ineffective. As I will demonstrate below, all of these allegations are meritless.

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[3] Third Report and Order on Reconsideration in CC Docket No. 98-147, Fourth Report and Order on Reconsideration in CC Docket No. 96-98, Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147, Sixth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 16 FCC Rcd 2101, ¶ 21 (2001) ("*Line Sharing Reconsideration Order*").

[4] SBC rolled out its single LSR process for converting UNE-P to line splitting in October 2001 in the Southwest Region, in August 2002 in the SBC Midwest and SBC West Regions, and in December 2002 in the SNET region.

[5] Memorandum Opinion and Order, *Application by SBC Communications Inc., et al., Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services In Texas*, 15 FCC Rcd 18354, ¶¶ 323-329 (2000); Memorandum Opinion and Order, *Joint Application by SBC Communications Inc., et al., for Provision of In-Region, InterLATA Services in Kansas and Oklahoma*, 16 FCC Rcd 6237, ¶¶ 220-221, *aff'd in part and remanded, Sprint Communications Co. v. FCC*, 274 F.3d 549 (D.C. Cir. 2001); Memorandum Opinion and Order, *Joint Application by SBC Communications Inc., et al. Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services in Arkansas and Missouri*, 16 FCC Rcd 20719, ¶ 106 (2001), *aff'd, AT&T Corp. v. FCC*, No. 01-1511, 2002 WL 31558095 (D.C. Cir. Nov. 18, 2002) (*per curiam*). *See also* Memorandum Opinion and Order, Memorandum Opinion and Order, *Application by SBC Communications Inc., et al., for Authorization To Provide In-Region, InterLATA Services in California*, 17 FCC Rcd 25650, ¶ 132 (2002) (finding that Pacific Bell "complies with its line splitting obligations and provides access to network elements necessary for competing carriers to provide line splitting").

MCI'S CLAIM OF VOICE SERVICE OUTAGES IN UNE-P TO LINE SPLITTING CONVERSIONS

3. MCI claims that "early [UNE-P to] line-splitting orders have resulted in the loss of dial tone at a significant rate, largely as a result of SBC's process for handling line-splitting orders."[6] This is not true. SBC has performed over 750 UNE-P to line-splitting conversions on behalf of MCI to date.[7] Of these conversions, MCI has informed SBC of 8 instances in which an end user customer experienced downtime lasting more than a few minutes.[8] SBC has performed a root cause analysis of these 8 instances, and its investigation has determined that, in all but two instances, the outage occurred because an MCI representative either (1) reversed the voice and loop carrier facility assignments or connecting facility assignments ("CFAs") when he or she populated them on the LSR or (2) entered a CFA on the LSR that was already occupied.

4. In each of the 8 instances in which the customer experienced loss of dial tone, SBC worked closely with MCI to correct the problem and to get the customer back in service as quickly as possible. Loss of dial tone for all 8 cases averaged 2 days. With respect to the 6 cases where the loss of dial tone resulted from MCI's mistakes, most of the downtime was attributable to the fact that MCI did not

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6 *See* Lichtenberg Declaration ¶ 52.

7 *See* July 7 Ex Parte, Attachment at 2-4. The July 7 Ex Parte indicated that SBC had performed approximately 460 UNE-P to line-splitting conversions on behalf of MCI. The July 7 Ex Parte included data through June 2003. This affidavit includes data through July 11, 2003.

8 These 8 instances, which are those referred to in SBC's July 7 Ex Parte, were identified to SBC by MCI on a matrix attached to a June 27, 2003 e-mail from Jannell Britten of MCI to Michael D. Murray of SBC. As indicated, SBC's root cause analysis determined that the dialtone loss in 6 of those 8 instances also was attributable to MCI's fault. In its comments, MCI states that there were 4 additional instances which, MCI concedes, were its fault. *See* Lichtenberg Declaration ¶ 52. The 8 instances of lost dial tone occurred in mid-May 2003. Since that time, SBC has performed over 400 UNE-P to line splitting conversions for all CLECs in the Midwest region, and over 750 UNE-P to line splitting conversions for all CLECs in all SBC regions combined.

follow the correct process to report the trouble. For example, in some cases MCI sent trouble reports using the disconnected UNE-P's circuit identification number, rather than the switch port to cage or xDSL circuit identification number. In any event, SBC and MCI representatives have had a number of communications concerning the proper provisioning and maintenance processes, in order to minimize the possibility that there will be extended delays in resolving future troubles reported by MCI.

5. Furthermore, SBC has implemented a process to ensure that the customer will not lose dial tone for more than a short period of time if similar problems occur in the future. Specifically, after the SBC technician has connected the loop and switch port to their respective CFA assignments at the collocation arrangement as designated by the CLEC on the LSR, the technician will test to see that there is dial tone not only at the port CFA, but also at the loop CFA. If the SBC technician cannot verify dial tone at the loop CFA, the SBC technician will immediately reestablish the UNE-P service. The SBC technician will then contact the Local Operations Center, which will send an "A84" jeopardy notice to the CLEC, thereby informing the CLEC that the request to convert from UNE-P to line splitting is in jeopardy. The CLEC will then need to resolve the issue and supplement/correct the conversion LSR order. A new due date will then be established for the conversion.

MICHIGAN BELL'S INTERNAL PROCESSES FOR CONVERTING UNE-P TO LINE SPLITTING

6. MCI offers various arguments to support the claim that Michigan Bell's internal processes for converting UNE-P to line splitting are complicated and

unworkable.[9] MCI offers nothing to support this allegation other than speculation about how Michigan Bell's internal processes for processing such conversions *might* fail. MCI does not even attempt to provide evidence of any instances where they actually *have failed* other than its reference to the 8 instances of loss dial tone discussed above, 6 of which were caused by MCI. Again, SBC has successfully converted approximately 5000 UNE-P arrangements to line splitting in its 13-state region. This is the most relevant fact as to whether SBC's (including Michigan Bell's) internal processes for converting UNE-P to line splitting work or do not work.

7. Michigan Bell's internal processes for processing a UNE-P to line splitting conversions not only work, they are *specifically designed* to minimize end user down time, as well as the possibility of loss of telephone number or features. In the UNE-P to line splitting conversion scenario that is the subject of MCI's complaint, the CLEC (*e.g.*, MCI) requests that Michigan Bell disassemble an existing UNE-P arrangement and then provide separate UNEs – an xDSL-capable loop and a stand alone port – to a collocation arrangement. The CLEC requests reuse of the telephone number from the existing port and reuse of the existing loop if it is xDSL-capable. The CLEC then combines these two UNEs with its own (or a partnering CLEC's) splitter and DSLAM equipment located in the CLEC's (or the partnering CLEC's) collocation arrangement. On the LSR, the CLEC identifies the CFA for the port, and also the CFA for the xDSL-capable loop. The CFAs tell Michigan Bell the respective locations at which the CLEC wants the switch port and xDSL-loop connected to the collocation arrangement.

[9] *See* Lichtenberg Declaration ¶¶ 53-58.

8. In response to the LSR, Michigan Bell generates the required internal service orders necessary to disconnect the UNE-P and to connect the xDSL-capable loop and switch port with transport to the CFAs designated by the CLEC. The internal service orders necessary for provisioning are (1) order for stand-alone xDSL capable loop (reusing the existing loop if it is xDSL-capable)[10]; (2) order for Unbundled Local Switching with Unbundled Shared Transport ("ULS-ST") Line Port (using telephone number ("TN") from the UNE-P); and (3) order to disconnect the UNE-P.[11] These internal orders are coordinated and assigned to one Michigan Bell technician to *work together* in order to minimize downtime. Typically, the Michigan Bell technician first disassembles the UNE-P arrangement, and then connects the stand-alone switch port with transport and xDSL-capable loop to their respective CFAs, as designated by the CLEC on the LSR. There will be a slight disruption of service while the Michigan Bell central office technician is performing this work (*i.e.*, the end user may notice a brief disruption of service similar to that experienced when data is added to a loop as part of line sharing). If the CLEC (or partnering CLEC) has pre-wired its splitter within the collocation arrangement, the end-user will have connectivity when these connections are made.

9. Because Michigan Bell does not have any means of verifying that the CLEC has provided the correct CFA assignments on the LSR, the end user could experience down time if the CLEC has designated incorrect CFAs. To minimize the

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[10] Michigan Bell will reuse the existing loop if it is xDSL-capable; the CLEC should perform loop qualification prior to submitting the LSR to determine if the loop is xDSL capable.

[11] In addition, Michigan Bell generates service orders to update billing records as necessary.

consequence of such an error, Michigan Bell has implemented the process described in paragraph 5 above.[12]

MICHIGAN BELL'S POLICY OF PROVIDING THE ELEMENTS NECESSARY TO SUPPORT LINE SPLITTING AS SEPARATE UNES

10. AT&T and MCI both take issue with Michigan Bell's policy of providing the elements necessary to support line splitting as separate UNEs, rather than as an "integrated" offering.[13] Michigan Bell's policy, however, is more than justified.[14] As SBC has stated, when a CLEC engages in line splitting using an unbundled xDSL-capable loop and unbundled switching with transport, the physical configuration of Michigan Bell's network consists of an unbundled loop terminated to a CLEC's collocation arrangement, and an unbundled switch port with transport terminated to a CLEC's collocation arrangement. Michigan Bell does not provide the UNEs that a CLEC may use in a line splitting arrangement as a combination, because Michigan Bell is not physically providing a combination to the CLEC. Instead, Michigan Bell is providing physically separate unbundled elements.

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[12] In support of its claim that Michigan Bell's internal processes for converting UNE-P to line splitting are unworkable, MCI also alleges that significant risk of dial tone loss is present, as well as a risk of feature loss, because of possible switch "translation" problems when the standalone unbundled switch port is provisioned to the CLEC as part of a UNE-P to line splitting conversion. *See* Lichtenberg Declaration ¶ 56. Again, this is pure speculation on MCI's part. As previously indicated, SBC has processed over 750 UNE-P to line splitting conversions for MCI to date. Of the 8 instances reported by MCI to SBC in which dial tone was lost, 6 instances were the fault of MCI. Only 2 were the fault of SBC. Neither of those instance had anything to do with switch translation problems when the orders were initially processed (although in one instance the amount of dial tone down time was increased when certain translations were not being processed sequentially after Ohio Bell expedited the service order when informed of the problem by MCI). Regarding MCI's allegation of potential "feature loss" when converting UNE-P to line splitting, SBC has received no reports on such a problem to date.

[13] *See* DeYoung Declaration ¶ 21; Willard Declaration ¶¶ 20-21; Lichtenberg Declaration¶ 59.

[14] *See* DeYoung Declaration ¶ 21; Willard Declaration ¶¶ 20-21; Lichtenberg Declaration ¶ 59. Michigan Bell is unaware of any suggestion by a CLEC that Michigan Bell modify the *physical* configuration of the line splitting arrangement.

11. This is in contrast to UNE-P. When Michigan Bell provides UNE-P to a CLEC, the UNE-P is wholly contained within Michigan Bell's network. Michigan Bell connects the loop and port together, and the UNE-P is not physically terminated to a CLEC's collocation arrangement. Because the UNE-P is not physically connected to the CLEC's network, the order processes associated with UNE-P do not provide a means for the CLEC to specify that the unbundled elements that make up a UNE-P be terminated at a particular location in the CLEC's collocation arrangement. In contrast, the UNEs Michigan Bell provisions to allow CLECs to line split – stand-alone xDSL-capable loops and stand-alone switching with transport – may be terminated to a collocation arrangement. The ordering and provisioning processes associated with those UNEs are designed to support UNEs that are physically connected to a CLEC's network. While the ordering, provisioning, and maintenance flows for the provisioning of the stand-alone xDSL-capable loop UNE and the stand-alone switching with transport UNE were designed to allow, and must allow, a physical hand-off of the UNEs to the ordering CLEC or CLECs, the UNE-P ordering, provisioning, and maintenance flows were not so designed, and do not do so.

12. Michigan Bell also provides the elements necessary to support line splitting as separate UNEs in order to meet its legal obligations. In its discussion on line splitting in the *Line Sharing Reconsideration Order*, the Commission noted that ILECs had an existing obligation to allow CLECs to engage in line splitting. In explanation, the Commission stated: "The Commission's existing rules require incumbent LECs to provide competing carriers with access to unbundled loops in a manner that allows the competing carrier to provide any telecommunications

service that can be offered by means of that network element."[15] In light of this requirement, Michigan Bell developed processes that support the CLECs' ability to make full use of UNEs used in a line splitting arrangement. Because the UNEs in a line splitting arrangement are not "tied" together in Michigan Bell's systems, the CLEC is free to connect the UNEs as it chooses, and to change the "mix" of services it provides over the xDSL-capable loop. Thus, when a CLEC purchases an xDSL-capable loop, the CLEC – not Michigan Bell – determines whether or not the loop is suitable for the intended services. Michigan Bell does not impose its own standards on the CLEC. The CLEC determines which type of xDSL it wishes to deploy, and whether or not it will also deploy switch-based voice service over the loop. The CLEC also determines what, if any, conditioning is needed. [16]

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[15] *Line Sharing Reconsideration Order* ¶ 18 (internal quotation marks and citation omitted).

[16] In support of its contention that SBC is required to make available an "integrated" combined UNE-P/line splitting offering, AT&T quotes the following statement in the Commission's *Line Sharing Reconsideration Order*: "'[I]ncumbent LECs have an obligation to permit competing carriers to engage in line splitting using the UNE-platform where the competing carrier purchases the entire loop and provides its own splitter.'" *See* Willard Declaration ¶ 21 (quoting *Line Sharing Reconsideration Order* ¶ 19). AT&T takes that statement completely out of context. The full text of the passage at issue is as follows:

> Thus, as AT&T and WorldCom contend, incumbent LECs have an obligation to permit competing carriers to engage in line splitting using the UNE-platform where the competing carrier purchases the entire loop and provides its own splitter. For instance, if a competing carrier is providing voice service using the UNE-platform, it can order an unbundled xDSL- capable loop terminated to a collocated splitter and DSLAM equipment and unbundled switching combined with shared transport, to replace its existing UNE-platform arrangement with a configuration that allows provisioning of both data and voice services. As we described in the Texas 271 Order, in this situation, the incumbent must provide the loop that *was* part of the existing UNE-platform as the unbundled xDSL-capable loop, unless the loop that was used for the UNE-platform is not capable of providing xDSL service.

Line Sharing Reconsideration Order ¶ 19 (emphasis added).

CLAIM THAT MICHIGAN BELL SHOULD PROVIDE A DIRECT RETAIL VOICE TO LINE SPLITTING PROCESS

13. MCI claims that Michigan Bell should provide a direct retail voice to line splitting process.[17] MCI makes this claim, in this 271 proceeding, even though it has not pursued such a process in the Michigan line splitting collaborative.[18] Michigan Bell cannot be expected to anticipate MCI's process preferences if MCI does not express its preference when given the opportunity. In any event, there is no Commission requirement that ILECs must make available a process whereby a CLEC, in a single step, can (1) convert ILEC retail voice service to UNE-P, and (2) request the physical reconfiguration of the ILEC's network so that the CLEC can provide DSL service over the same loop as the end user's voice service. This is a two-step process today (typically, the CLEC would request a migration to UNE-P, and then submit a UNE-P to line splitting request). This two-step process is similar to what occurs in a line sharing scenario. Specifically, line sharing is only available on an existing retail POTS service. As such, Michigan Bell retail POTS service must be established on a loop facility before Michigan Bell will process a request by a CLEC (including a request by Michigan Bell's separate advanced services affiliate) for line sharing on that loop facility.

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[17] *See* Lichtenberg Declaration ¶ 50.

[18] MCI did not raise this type of process as one of the scenarios that needed to be addressed in its May 13, 2002 filing to the Michigan Public Service Commission ("MPSC"), its December 17, 2002 comments to the MPSC that reiterated additional line splitting scenarios that needed to be addressed, or in its February 13, 2003 comments to the MPSC outlining line splitting scenarios that should be addressed. MCI also did not raise this in the California line splitting collaboratives.

LINE SPLITTING TO UNE-P

14. MCI and AT&T raise several issues concerning Michigan Bell's process for converting line splitting to UNE-P. SBC has received few, if any, actual requests for this type of a conversion in any of its regions to date.

CLEC'S ABILITY TO DISCONNECT DATA SERVICE IN A LINE SPLITTING ARRANGEMENT ITSELF

15. At the outset, AT&T and MCI both attempt to downplay their *own* ability to terminate the DSL service being provisioned over the loop with only minimal disruption to the voice service being provisioned over the loop. CLECs clearly have the ability to disconnect the DSL service being provisioned over an xDSL-capable loop used in line splitting with only minimal disruption to the voice service. Moreover, CLECs can make this combination without tying up a splitter or a port on a DSLAM.[19]

16. As explained above, when Michigan Bell converts a UNE-P to line splitting, it does so by disconnecting the originally combined voice grade loop and switch port and related cross connects (a cross connect in this context electrically connects two points on a frame or cross connect field using cross connect wire). It also connects an xDSL-capable loop and a stand alone switch port to the CLEC's collocation arrangement. The CLEC then has the ability to combine these individual UNEs in its collocation arrangement, in whatever configuration it chooses. There is no need for any further involvement on Michigan Bell's part in the physical configuration related to the establishment or cancellation of DSL service provided by the CLEC over the xDSL-capable loop.

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[19] MCI briefly mentions this ability in the Lichtenberg Declaration. *See id.* ¶ 67. AT&T does not mention it at all.

17. Thus, if the DSL service is terminated, the CLEC already has physical access to the UNEs, and it can recombine the loop and switch port – taking out its splitter and DSLAM equipment– within its collocation arrangement. There is no need for a new loop or new switch port if the CLEC believes that its xDSL capable loop can deliver the quality of voice service it wishes to provide to the end user. The CLEC can make this combination without tying up a splitter or a port on a DSLAM.

18. CFAs used in this context are connecting points on Michigan Bell's distribution frames that are electrically connected to cabling that runs to the CLEC's collocation arrangement. When Michigan Bell cross connects a UNE to the CLEC CFA, the CLEC then has physical access to that UNE. When a Michigan Bell technician converts a UNE-P to the UNEs used in a line splitting arrangement by cross connecting a switch port with transport and an xDSL loop to each CFA, he or she does so by disconnecting the existing cross connect between the switch port connection point and the voice loop connection point on Michigan Bell's Distribution Frame. The SBC technician also cross connects a switch port to a CLEC CFA, and cross connects an xDSL-capable loop to a CLEC CFA, as designated by the CLEC.

19. Within its collocation arrangement, the CLEC can have a cross connect field where connection points corresponding to each CFA can be located. The CLEC could easily install a cross connect field when the equipment in the collocation arrangement is first installed.[20] If a cross connect field is installed, the CLEC

[20] Installing a cross connect field in hindsight, with working equipment, could present some challenges, but such challenges are not insurmountable.